

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

SYSCO MINNESOTA, INC.,	Case No.
Plaintiff,	COMPLAINT
v.	
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, TEAMSTERS LOCAL 120, TOM ERICKSON, Individually, and as President/Principal Officer, BILL WEDEBRAND, Individually and as Secretary - Treasurer, and all others conspiring, acting in concert or otherwise participating with them or acting in their aid or behalf,	
Defendant.	

NOW COMES Plaintiff, Sysco Minnesota, Inc., by and through its attorneys, and complaining of Defendants, alleges as follows:

JURISDICTION AND THE PARTIES

1. Plaintiff, Sysco Minnesota, Inc. (the “Company”), with its headquarters located in Saint Paul, Minnesota is engaged in the business of selling, marketing, and distributing food products to restaurants, healthcare and educational facilities, lodging establishments, and other commercial customers.

2. The Company employs workers represented by the International Brotherhood of Teamsters, Local 120 (“IBT Local 120” or the “Union”).

3. This is an action for damages arising out of a work stoppage, picketing, and other interferences with the Plaintiff’s operations in violation of contract between an

employer and a labor organization representing employees in an industry affecting commerce, as defined in the Labor Management Relations Act, 1947, 29 U.S.C. § 141 et seq. This Court has jurisdiction of this action pursuant to 29 U.S.C. § 185(a).

4. Venue is proper in this District pursuant to 28 U.S.C. §1391(b) and (c), and 29 U.S.C. § 185(a).

5. The Company is an employer in an industry affecting commerce within the meaning of Sections 2(2) and (7) of the Labor Management Relations Act, 1947, as amended, 29 U.S.C. § 152(2) and (7).

6. Defendant IBT Local 120 has a principal place of business at 9422 Ulysses Street NE, Suite 120, Blaine, Minnesota 55434. The Union represents, among others, various classifications of employees at the Company's Minnesota distribution facilities.

7. Defendant IBT Local 120 is a labor organization representing employees in an industry affecting commerce within the meaning of Sections 2(3), (5) and 7 of the Labor Management Relations Act of 1947, as amended, 29 U.S.C. § 152(3), (5) and 7.

8. Defendant Tom Erickson is President/Principal Officer of IBT Local 120. Defendant Bill Wedebrand is Secretary - Treasurer of IBT Local 120.

THE COLLECTIVE BARGAINING AGREEMENT

9. On August 6, 2017, Sysco Minnesota, Inc. and the Union entered into a collective bargaining agreement, referred to as the "Agreement." (A complete copy of the Agreement is attached hereto as **Exhibit 1**).

10. The Agreement remains in effect by its terms until August 1, 2021.

11. The Agreement contains a “No-Strike Clause”, per Article 23, which states that “[t]here shall be no lockout, strike or any other interference with the operation of the business during the life of this Agreement.” (Ex. 1, p.17).

12. The Agreement also contains the following pertinent clauses:

Article 22, section 22.1 provides as follows:

Grievance Procedure: A grievance is defined to be any controversy, complaint of dispute arising as to the interpretation or application or of the compliance with any provisions of this Agreement. The parties agree to mutually work to the resolution of any grievances through prompt and good faith use of the following procedures:”

Article 22.1(E) provides, in relevant part, either the Union or the employer may “request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators from Minnesota, Wisconsin, and Iowa, from which a single arbitrator shall be selected to hear the grievance. The Union and the Employer shall make the selection after receipt of the panel, either by agreement or by striking names, which the Union striking the first name. The parties agree that an arbitrator must be selected within ten (10) calendar days of written notice of one party to the other expressing preparedness to strike arbitrators. The expenses of the 4th Step or the arbitrator shall be shared equally by the Union and the Employer. The decision of the arbitrator shall be final and binding upon all parties.”

13. On about November 16, 2017, and continuing thereafter, Defendants directed, caused, or condoned a work stoppage at the Company’s distribution center located at 2400 County Road J West, Saint Paul, MN 55112.

14. On Thursday, November 16, 2017 at about 4:00 p.m., despite the absence of a labor dispute of any kind with the Company, Defendants established a picket line at or near the entrance to the Company’s distribution center.

15. As a result, *inter alia*, of the picket line established by the Defendants, numerous employees, including warehouse employees and drivers, who are members of Teamsters Local 120, refused to cross the picket line or to report for work.

16. All or substantially all of the warehouse workers scheduled to report to work in the evening of Thursday, November 16, 2017 refused to report to work.

17. The Company made all reasonable efforts, by telephone calls and cell phone texts, to communicate with its employees and directed them to report for work.

18. In disobedience of the directives of their employer, virtually all employees scheduled to report to work in the afternoon or evening of November 16, 2017, refused to so report and, if they did present themselves at the Company's distribution center, refused to cross the picket line set up and maintained by Defendants.

19. Numerous drivers, who were returning to the distribution center on November 16, 2017 refused to drive their vehicles through the picket line, instead parking their semi-tractor trucks on the street (85th St. N.E.).

20. The Defendants instructed the Company's employees to refuse to cross the picket line and took no action to ensure the continued operations of the company or the safeguarding of the Company's equipment.

21. As a result of the Defendants' actions, alone or in concert among themselves or with others, in contravention of the collective bargaining agreement, the Company was unable to deliver product to approximately 90 percent of its customers.

22. As a result of the Defendants' actions, alone or in concert among themselves or with others, in contravention of the collective bargaining agreement, perishable or time-dated food products either perished or became unusable.

23. The damages to the Company's business, including unsaleable products, loss of revenue, additional expenses to maintain operations, and other damages yet to be calculated (and damages that may prove be incapable of calculation and which may require extraordinary relief) are at least \$500,000.00 per day.

COUNT I

24. Plaintiff incorporates and realleges herein the allegations in paragraphs 1 through 23 of the Complaint.

25. Defendants, individually and collectively, breached the collective bargaining agreement between the Company and the Union.

26. As a result of such breach, the Company has lost revenue in the minimum sum of \$1,000,000.00.

WHEREFORE, Plaintiff respectfully requests judgment:

27. Against Defendants for the damages in the minimum sum of \$1,000,000.00 and costs and expenses that Plaintiff has suffered and will suffer as a result of the aforesaid work stoppage and other actions of the Defendants;

28. Granting to Plaintiff its reasonable attorney's fees, costs, expenses attendant upon this action;

29. Granting such other and further relief to which Plaintiff may be entitled including costs and disbursements of this action.

Dated: November 17, 2017

Respectfully submitted,

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P. C.

s/ Bruce J. Douglas

Bruce J. Douglas, MN #023966

Hal A. Shillingstad, MN #195777

Capella Tower

225 South Sixth Street, Suite 1800

Minneapolis, MN 55402

Telephone: 612.339.1818

Facsimile: 612.339.0061

bruce.douglas@olgetree.com

hal.shillingstad@olgetree.com

**Attorneys for Plaintiff
Sysco Minnesota, Inc.**

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